


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">MAR 23, 2010 10:00 AM</div>																													
=====> VENDOR NO. : SOLICITATION : 2238689 FILE NO. : OPENING DATE : 03/23/10 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> 2238689 03/23/10 </div> <div style="margin-top: 10px;"> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 </div> <div style="margin-top: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: MARIE RUSSELL</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8016</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 02/26/10</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 107001</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">OFFICE OF STATE PURCHASING</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: </td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1330599</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: </td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 10</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 47505</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 05/01/10</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 04/30/11</td> </tr> <tr> <td>T-NUMBER</td> <td>: 92586</td> </tr> </table> </div>				BUYER	: MARIE RUSSELL	BUYER PHONE	: (225) 342-8016	DATE ISSUED	: 02/26/10	REQ. AGENCY	: 107001	FOLD HERE-->		OFFICE OF STATE PURCHASING		AGENCY REQ. NO.	:	ISIS REQ. NO.	: 1330599	VENDOR PHONE	:	FISCAL YEAR	: 10	CLASS/SUBCLASS	: 47505	SCHEDULED BEGIN DATE	: 05/01/10	SCHEDULED END DATE	: 04/30/11	T-NUMBER	: 92586
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<div style="font-size: 1.1em; font-weight: bold;">FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</div>																																	
<i>FIRST RESPONDER HYGIENE KITS- FEMALE AND MALE - EMERGENCY USE</i>																																	
TO BE COMPLETED BY VENDOR																																	
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).																																	
INSTRUCTIONS TO BIDDERS																																	
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.																																	
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE																													
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)																														

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 ***** TERM CONTRACT GENERAL CONDITIONS *****

1. TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

2. VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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3. SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

4. PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

5. DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY. DESIRED DELIVERY IS WITHIN TWELVE (12) HOURS ARO.

6. INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

7. PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

8. VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

9. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL

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<p>AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>10. PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.</p> <p>DO YOU CLAIM THIS PREFERENCE? YES_____</p> <p>SPECIFY LINE NUMBER(S) : _____</p> <p>_____</p> <p>SPECIFY LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____</p> <p>_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____</p> <p>DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____ NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>11. COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATE GOVERNMENT.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.</p> <p>12. ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.</p> <p>13. CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE</p>			

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CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

14. CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD TO EXPIRE APRIL 30, 2011. DELAYS IN AWARDDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

15. CANCELLATION. THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

16. QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

17. ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

3

CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

4

CONTRACT PERFORMANCE EVALUATION

IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED

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 IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://www.doa.la.gov/osp/onlineforms/submit/contrperformance.pdf) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

5 LACARTE PROCUREMENT CARD - PROSPECTIVE VENDORS SHOULD BE AWARE THAT THE STATE HAS IMPLEMENTED A PURCHASING CARD PROGRAM, "LACARTE", WHICH USES A VISA CARD PLATFORM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES.

UNDER THE "LACARTE" PROGRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH "LACARTE"; HOWEVER, A VENDOR SHALL NOT PROCESS A TRANSACTION FOR PAYMENT THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR THE SERVICES PERFORMED.

IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL "LACARTE" PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

"LACARTE" ACCEPTANCE IS NOT A MANDATORY REQUIREMENT OF THIS CONTRACT NOR WILL IT BE THE EXCLUSIVE METHOD OF PAYMENT BY AGENCIES.

DO YOU AGREE TO ACCEPT "LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE AWARDED THIS CONTRACT?

_____ YES _____ NO

6 LA ECAT - LOUISIANA'S ECAT PROVIDES AN INTERNET-BASED SHOPPING TOOL FOR PLACEMENT OF CONTRACT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO SHOP VIA THE INTERNET, CREATE SHOPPING BASKETS, AND PLACE ORDERS ONLINE. ORDERS ARE SENT ELECTRONICALLY TO THE VENDOR, WITH EMAIL NOTIFICATION THAT THE ORDER HAS BEEN ISSUED AND IS WAITING FOR THEM TO RETRIEVE IT. AFTER RECEIVING THIS NOTIFICATION, THE CONTRACT VENDOR HAS THE ABILITY TO LOG INTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, THEREBY AVOIDING DELAYS ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION IS AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM](http://doa.louisiana.gov/osp/ecat/ecat.htm).

IF YOU ARE CURRENTLY ENROLLED IN LA ECAT AND ARE AWARDED THIS CONTRACT, ANY ORDERS PLACED THROUGH LA ECAT WILL BE SENT TO YOU ELECTRONICALLY.

IF YOU ARE NOT CURRENTLY ENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL IN THE EVENT YOU ARE AWARDED THIS CONTRACT, SIMPLY PROVIDE THE INFORMATION BELOW.

_____ YES, SIGN ME UP FOR FREE PARTICIPATION IN LA ECAT.

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COMPANY NAME:

EMAIL ADDRESS:

CONTACT PERSON:

CONTACT PHONE:

7 FEDERAL CLAUSES

CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, NATIONAL ORIGIN OR HANDICAP.

ANTI-KICKBACK CLAUSE

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

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 ANTI-LOBBYING AND DEBARMENT ACT
 THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES
 REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

8 DELIVERY: ALL SHIPMENTS SHALL BE DELIVERED F.O.B. DESTINATION
 (INSIDE AGENCY, DOCKSIDE/WAREHOUSE) AS SPECIFIED ON THE ORDER
 TO ANY STATE AGENCY OR STORAGE PLACE IN LOUISIANA. CASES MUST
 BE LABELED ON EXTERIOR INDICATING SIZE, PRODUCT INSIDE AND
 QUANTITY.

9 MULTIPLE AWARDS:

THE STATE RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS IN ITS BEST
 INTEREST. MULTIPLE AWARDS MAY BE IN THE STATE'S BEST INTEREST WHEN
 AWARDED TO TWO OR MORE BIDDERS OR OFFERORS FOR SIMILAR PRODUCTS THAT
 ARE NEEDED FOR ADEQUATE DELIVERY, SERVICE OR AVAILABILITY. MULTIPLE
 AWARDS, IF MADE, WILL BE BASED ON A REVIEW OF SUCH FACTORS AS PAST
 USAGE, ANTICIPATED USAGE, THE REASONABLENESS OF PRICES AND THE NEED
 TO ASSURE TIMELY DELIVERY.

AWARD WILL BE BASED ON THE BIDDER'S UNIT PRICE TIMES THE ESTIMATED
 USAGE STATED FOR EACH LINE BID. DELIVERY MAY BE A FACTOR.

INVOICE SUPPORT:

IN ORDER TO FACILITATE PAYMENT OF INVOICES VENDORS ARE TO:

- * SECURE EVIDENCE OF DELIVERY WHICH SHOULD INCLUDE THE PRINTED
 NAME, SIGNATURE, AND CONTACT INFORMATION FOR THE PERSON ACCEPT-
 ING DELIVERY,
- * PRODUCE, UPON REQUEST, BILLS OF LADING, DRIVER LOGS AND TRIP
 SHEETS TO VERIFY INVOICES.
- * REFERENCE THE PURCHASE ORDER NUMBER ON THE INVOICE; VENDORS
 SHOULD ALSO INCLUDE CONTRACT NUMBERS AND COMMODITY DESCRIPTIONS.

FAILURE TO COMPLY WILL CAUSE A DELAY IN PAYMENT.

10 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE
 STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR
 ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR
 LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

11 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE
 BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH
 THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE
 BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE
 SPECIFICATIONS.

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FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

12 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.

13 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

14 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

15 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING MAY 1, 2010 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING APRIL 30, 2011.

16 TERMS AND CONDITIONS: THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

17 THE OFFICE OF STATE PURCHASING INTENDS TO ESTABLISH A CONTRACT THAT

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WOULD PERMIT THE STATE TO PURCHASE FIRST RESPONDER KITS - FEMALE/MALE IN EMERGENCY SITUATIONS.

LINES 00001 THROUGH 00004 ARE FOR EMERGENCY PURCHASES THAT WOULD PERMIT STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW TO PURCHASE IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

DELIVERY FOR LINES 00001 THROUGH 00004 IS TWELVE (12) HOURS ARO.

LINES 00001 THROUGH 00004 ARE SUBJECT TO ALL "SPECIAL, STANDARD AND CONTINGENCY CONTRACT TERMS AND CONDITIONS". IN THE EVENT THAT THERE IS A CONFLICT BETWEEN (THE ABOVE) THE ORDER OF PRECEDENCE USED IN RESOLUTION WILL BE AS FOLLOWS:

1. CONTINGENCY CONTRACT SPECIAL TERMS AND CONDITIONS
2. SPECIAL TERMS AND CONDITIONS
3. STANDARD TERMS AND CONTIONS

DELIVERY MAY BE A FACTOR IN THE AWARD.

*****CONTINGENCY CONTRACT SPECIAL TERMS AND CONDITIONS*****

1. THE STATE ANTICIPATES THAT NO SINGLE VENDOR WILL HAVE SUFFICIENT INVENTORY TO MEET THE REQUIREMENTS OF LINES ONE (1) THROUGH 4 (FOUR) KNOWS WHEN AND WHERE THE NEXT DISASTER MAY STRIKE, IT IS IMPOSSIBLE TO KNOW WHICH VENDORS MAY NOT BE ACCESSIBLE DUE TO DAMAGE. THEREFORE, THE STATE INTENDS TO AWARD PRIMARY, FIRST AND SECOND ALTERNATE CONTRACTS (IF SUFFICIENT RESPONSIBLE BIDS ARE RECEIVED) THAT WOULD PERMIT STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVIONS AUTHORIZED BY LAW TO RESPOND IMMEDIATELY AND EFFECTIVELY WITH NEEDED PRODUCTS AND SERVICES IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

EVERY BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS CALLED FOR IN THE SPECIFICATIONS. IN ADDITION ALL BLANKS MUST BE COMPLETED FOR THE PURPOSE OF COMPARISONS. THE QUESTIONNAIRE INCLUDED HEREIN MUST BE COMPLETED PRIOR TO THE AWARD.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMATE YOUR BID FROM CONSIDERATION.

2. DOCUMENTS INCLUDING QUESTIONNAIRE, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, THESE MUST BE SUBMITTED WITHIN THREE (3) DAYS.
3. CONTRACTS AWARDED FOR LINE 00001 THROUGH 00004 UNDER THIS SOLICITATION WILL BE ACTIVATED ONLY IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

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SPECIFICATIONS

LINE 00001 - FIRST RESPONDER HYGIENE KIT - FEMALE

DESIRED DIMENSION: 15" X 15" DOUBLE ZIPPERED CANVAS OR DURABLE FABRIC; EASILY STACKABLE & COMPACT .

CONTENTS:

- 1 KIT - EMERGENCY CLEAN-UP KIT ; MUST COMPLY WITH OSHA 92-46 BLOODBORNE PATHOGENS*
 - CONTENTS: 1 PAK - EMERGENCY CLEAN-UP POWDER 1.5 OZ. PAK (120:1 PICK UP RATION GELS OVER 5 QUARTS OF LIQUID)*
 - 1 PAIR - SEAMLESS LATEX HOSPITAL GRADE GLOVES*
 - 2 EACH - PICK UP SPATULAS WATER RESISTANT FOR STRENGTH AND EASY SCOOP UP*
 - 1 EACH - LARGE EPA REGISTERED GERMICIDAL CLOTH*
 - 1 EACH - ANTISEPTIC HAND TOWELETTE*
 - 2 BAGS - BLACK DISPOSAL BAGS WITH TWIST TIES*
 - 1 BAG - RED BIOHAZARD LABELED DISPOSABLE BAG*
 - 2 BOXES - SETS OF VELCRO STRIPS PER 6 PACK BOX*
- 1 EACH - VINYL PONCHO, ALL WEATHER HOOD, SNAP CLOSURE WATERPROOF, ELECTRONICALLY WELDED SEAMS*
- 1 CONTAINER -HAND SANITIZING WIPES WITH ALOE & VITAMIN E; 6" X 8" PREMOISTENED TOWELS; NET CONTENTS: 70*
- 6 PACKS - INSECT REPELLENT & SUNSCREEN TOWEL, 20% DEET PLUS SPF 25; ALL-IN-ONE BUG & SUN PROTECTION; 8" X 10" 1 TOWEL PER PACK*
- 2 PACKS - HAND CLEANER TOWEL; PREMOISTENED TOWEL; 8" X 12.25" 1 TOWEL PER PACK*
- 4 PACKS - SUNSCREEN TOWELS; PREMOISTENED; 8" X 10" 1 TOWEL PER PACK*
- 8 PACK - INSECT REPELLANT TOWEL; 8" X 10"; 1 TOWEL PER PACK*
- 2 BOTTLES - HAND SANITIZER; 2 OZ.*
- 1 BOX - GLOVES, DISPOSABLE; LATEX AND POWDER FREE; ONE SIZE FITS ALL; VINYL; 50/BOX*
- 1 BOX - ARTICULATE RESPIRATORS; ULTRA HIGH FILTRATION; COMPLIES WITH OSHA REGULATIONS; LATEX FREE; 2/BOX*
- 1 PACK - BABY WIPES; HYPOALLERGENIC; UNSCENTED; ALCOHOL FREE; 6.8" X 7.9"; SOFT PACK; 80/PACK*
- 2 PACKS - DISPOSABLE RESTROOMS; NON-TOXIC & SANITARY; EASY TO USE; PACK INCLUDES TOILET PAPER & ANTIBACTERIAL WIPE; 1 PER PACK*
- 1 PACK - PANTY LINERS; UNSCENTED; LONG; 18/PACK*

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	<p> 1 BOX - TAMPONS; REGULAR; 20/BOX 1 PACK TOOTHPASTE & TOOTHBRUSH; TRAVEL PACK; PASTE: .85 OZ. 1 PAIR - SAFETY GLASSES; UV A & B PROTECTION 1 TUBE - ANTIFUNGAL FOOT POWDER; 2.82 OZ. 1 TUBE - MOISTURIZING LOTION; ANTI-BACTERIAL; 6 OZ. TUBE 1 - FIRST AID KIT (TRAVEL SIZE) 6 - CLEANSING WIPES 3 - ANTIBIOTIC OINTMENT; 3 OZ. 15 - ADHESIVE BANDAGES (5/8" X 2-1/4") 12 - ADHESIVE BANDAGES (3/4" X 3") 8 - SPOT ADHESIVE BANDAGES (7/8" X 7/8") 8 - GAUZE PADS (4 - 2 PACKS) 2" X 2" 6 - BUTTERFLY CLOSURES (1" X 3/8") 5 - ADHESIVE BANDAGES (1" X 3") 4 - ACETAMINOPHEN; EXTRA STRENGTH 2 - IBUPROFEN; CAPLETS 1- HYDROCORTISONE ANTI-ITCH LOTION; .1 OZ. 1 - ORGANIZED CARRYING CASE LINE 00002 FIRST RESPONDER HYGIENE KIT - MALE DESIRED DIMENSION: 15" X 15" DOUBLE ZIPPERED CANVAS OR DURABLE FABRIC; EASILY STACKABLE & COMPACT . CONTENTS: 1 KIT - EMERGENCY CLEAN-UP KIT MUST COMPLY WITH OSHA 92-46 BLOODBORNE PATHOGENS CONTENTS: 1 PAK - EMERGENCY CLEAN-UP POWDER 1.5 OZ. PAK (120:1 PICK UP RATION GELS OVER 5 QUARTS OF LIQUID) 1 PAIR - SEAMLESS LATEX HOSPITAL GRADE GLOVES 2 EACH - PICK UP SPATULAS (WATER RESISTANT FOR STRENGTH AND EASY SCOOP UP) 1 EACH - LARGE EPA REGISTERED GERMICIDAL CLOTH 1 EACH - ANTISEPTIC HAND TOWELETTE 2 BAGS - BLACK DISPOSAL BAGS WITH TWIST TIES 1 BAG - RED BIOHAZARD LABELED DISPOSABLE BAG 2 BOXES - SETS OF VELCRO STRIPS PER 6 PACK BOX 1 EACH - VINYL PONCHO, ALL WEATHER HOOD, SNAP CLOSURE WATERPROOF, ELECTRONICALLY WELDED SEAMS 1 CONTAINER - HAND SANITIZING WIPES WITH ALOE & VITAMIN E; 6" X 8" PREMOISTENED TOWELS; NET CONTENTS: 70 6 PACKS - INSECT REPELLENT & SUNSCREEN TOWEL, 20% DEET PLUS SPF 25; ALL-IN-ONE BUG & SUN PROTECTION; 8" X 10"; 1 TOWEL PER PACK 2 PACKS - HAND CLEANER TOWEL; PREMOISTENED TOWEL; 8" X 12.25"; </p>		

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	<div> <div>1 TOWEL PER PACK</div> <div>4 PACKS - SUNSCREEN TOWELS; PREMOISTENED; 8" X 10"</div> <div>1 TOWEL PER PACK</div> <div>8 PACKS - INSECT REPELLANT TOWEL; 8" X 10"</div> <div>1 TOWEL PER PACK</div> <div>2 BOTTLES - HAND SANITIZER; 2 OZ.</div> <div>1 BOX - GLOVES, DISPOSABLE; LATEX AND POWDER FREE; ONE SIZE FITS ALL; VINYL; 50/BOX</div> <div>1 BOX - PARTICULATE RESPIRATORS; ULTRA HIGH FILTRATION; COMPLIES WITH OSHA REGULATIONS; LATEX FREE; 2/BOX</div> <div>1 PACK - BABY WIPES; HYPOALLERGENIC; UNSCENTED; ALCOHOL FREE; 6.8" X 7.9"; SOFT PACK; 80/PACK</div> <div>2 PACKS - DISPOSABLE RESTROOMS; NON-TOXIC & SANITARY; EASY TO USE PACK INCLUDES TOILET PAPER & ANTIBACTERIAL WIPE</div> <div>1 PACK - TOOTHPASTE & TOOTHBRUSH; TRAVEL PACK; PASTE: .85 OZ.</div> <div>1 PAIR - SAFETY GLASSES; UV A & B PROTECTION</div> <div>1 TUBE - MOISTURIZING LOTION; ANTI-BACTERIAL; 6 OZ. TUBE</div> <div>1 - FIRST AID KIT (TRAVEL SIZE)</div> <div>6 - CLEANSING WIPES</div> <div>3 - ANTIBIOTIC OINTMENT; 3 OZ.</div> <div>15 - ADHESIVE BANDAGES (5/8" X 2-1/4")</div> <div>12 - ADHESIVE BANDAGES (3/4" X 3")</div> <div>8 - SPOT ADHESIVE BANDAGES (7/8" X 7/8")</div> <div>8 - GAUZE PADS (4 - 2 PACKS) 2" X 2"</div> <div>6 - BUTTERFLY CLOSURES (1" X 3/8")</div> <div>5 - ADHESIVE BANDAGES (1" X 3")</div> <div>4 - ACETAMINOPHEN; EXTRA STRENGTH</div> <div>2 - IBUPROFEN; CAPLETS</div> <div>1 - HYDROCORTISONE ANTI-ITCH LOTION; .1 OZ.</div> <div>1 - ORGANIZED CARRYING CASE</div> <div>LINE 00003 - RESUPPLY KITS - FEMALE</div> <div>(SEE LINE 00001 FOR QUANTITIES)</div> <div>EMERGENCY CLEAN-UP KIT (SEE ABOVE FOR CONTENTS)</div> <div>INSECT WIPES</div> <div>SUNSCREEN WIPES</div> <div>PONCHO</div> <div>HAND SANITIZING WIPES - 70 CT.</div> <div>HAND CLEANER TOWEL</div> <div>HAND SANITIZER - 2 OZ.</div> <div>DISPOSABLE GLOVES - 50/BX</div> <div>PARTICULATE RESPIRATORS - 2/BX.</div> </div>	

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<div> <div></div> <div> <p> <i> BABY WIPES - 80/PACK DISPOSABLE RESTROOMS PANTY LINERS - 18/CT. TAMPONS- 20/CT. TOOTHPASTE & BRUSH - .85 OZ. TOOTHPASTE SAFETY GLASSES ANTIFUNGAL FOOD POWDER - 2.82 OZ. ANTIBACTERIAL MOISTURIZING LOTION - 6 OZ./TUBE FIRST AID KIT (TRAVEL SIZE) (SEE ABOVE FOR CONTENTS) </i> </p> <p> LINE 00004 - RESUPPLY KITS - MALE (SEE LINE 00002 FOR QUANTITIES) </p> <p> EMERGENCY CLEAN-UP KIT (SEE ABOVE FOR CONTENTS) INSECT WIPES SUNSCREEN WIPES PONCHO HAND SANITIZING WIPES - 70 CT. HAND CLEANER TOWEL HAND SANITIZER - 2 OZ. DISPOSABLE GLOVES - 50/BX PARTICULATE RESPIRATORS - 2/BX. BABY WIPES - 80/PACK DISPOSABLE RESTROOMS TOOTHPASTE & BRUSH - .85 OZ. TOOTHPASTE SAFETY GLASSES ANTIFUNGAL FOOD POWDER - 2.82 OZ. ANTIBACTERIAL MOISTURIZING LOTION - 6 OZ./TUBE FIRST AID KIT (TRAVEL SIZE) (SEE ABOVE FOR CONTENTS) </p> </div> </div>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 475-05-120830 FIRST RESPONDER HYGIENE KITS - FEMALE SEE ATTACHED SPECIFICATIONS FOR CONTENTS. KITS SHALL BE LABELED FEMALE. SHELF LIFE OF AT LEAST 2 YEARS.	1	LOT		
00002	COMMODITY CODE: 475-05-120830 FIRST RESPONDER HYGIENE KITS - MALE SEE ATTACHED SPECIFICATIONS FOR CONTENTS. KIT SHALL BE LABELED MALE. SHELF LIFE OF AT LEAST 2 YEARS.	1	LOT		
00003	COMMODITY CODE: 475-05-120830 RESUPPLY KIT FOR LINE ITEM 00001. FIRST RESPONDER HYGIENE KIT - FEMALE SEE ATTACHED SPECIFICATIONS FOR LIST OF SUPPLIES.	1	LOT		
00004	COMMODITY CODE: 475-05-120830 RESUPPLY KIT FOR LINE ITEM 00002. FIRST RESPONDER HYGIENE KIT - MALE SEE ATTACHED SPECIFICATIONS FOR LIST OF SUPPLIES.	1	LOT		
00005	COMMODITY CODE: 475-05-120830 DELIVERY DETAINMENT CHARGES, BEYOND A FOUR (4) HOUR DELAY. IF YOUR DELIVERY IS UNREASONABLE DELAYED IN LOADING OR	1	HOUR		

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLOADING AT DELIVERY DESTINATION, BEYOND FOUR (4) HOURS SPECIFY WHETHER A SEPARATE HOURLY DELIVERY DETAINMENT CHARGE WILL BE ASSESSED.				
00006	COMMODITY CODE: 475-05-120830 DELIVERY REROUTING CHARGE - TRUCKS MUST BE ABLE TO BE REDIRECTED DURING TRANSIT, IF DEEMED NECESSARY. QUOTE YOUR COMPANY'S REROUTING FLAT FEE AND/ OR CHARGE PER MILE. \$ _____ FLAT FEE \$ _____ PER MILE	1	EACH		